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MAR 17 2021

JAMES N. HATFIELD  
By: [Signature] Deputy Clerk

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT  
OF GEORGIA.

Umar Clark )

Plaintiff )

Vs. )

CARVANA )

And )

BRIDGECREST. )

Defendant )

CIVIL ACTION NO.

1:21-CV-1113

**VERIFIED COMPLAINT**

TO THE HONORABLE UNITED STATES DISTRICT JUDGE:

**NATURE OF ACTION**

1. This action is for damages brought by the plaintiff for defendant's violations of 15 usc 1692. (hereinafter "FDCPA") which prohibits debt collectors from engaging in abusive, deceptive, and unfair practices. Truth In Lending Act, (hereinafter "TILA") which protects consumer transactions.
2. Plaintiff seeks to recover monetary damages for Defendant's violation of the "FDCPA", "TILA" and an injunction issued by this court preventing the Defendant from continuing its violative behaviors.
3. Service may be made upon Defendant in any other district in which it may be found pursuant to 28 U.S. Code 113

**JURISDICTION AND VENUE.**

4. Jurisdiction of this court arises under 15 U.S.C. 1601, and 15 U.S.C 1692. Venue is proper before this court pursuant to 28 U.S.C. 113 and 15 U.S.C 1692, where the acts and

transactions giving rise to Plaintiff's action occurred in this district, where plaintiff resides in this district, and/or where Defendants transacts business in this district.

## **PARTIES**

5. Umar Clark ("Plaintiff"), is a natural person residing in Clayton County.
6. Plaintiff is a natural person and a consumer as defined under the FDCPA( 15 USC 1692a(3).

Defendant(s), Carvana/Bridgecrest is an entity who at all relevant times was engaged, by use of the mails and telephone, in the business of attempting to collect a "debt" from plaintiff, as defined by 15 U.S.C. 1692a(5) Defendant is a "debt collector"

## **FACTUAL ALLEGATIONS.**

7. Plaintiff is a natural person obligated, or allegedly obligated, to pay a debt owed or due, or asserted to be owed or due a creditor other than Defendant.
8. Plaintiff's obligation, or alleged obligation, owed or due, or asserted to be owed or due a creditor other than Defendant, arises from a transaction in which the money, property, insurance or services that are the subject of the transaction were incurred primarily for personal, family or household purposes and Plaintiff incurred the obligation , or alleged obligation, owed or due, or asserted to be owed or due a creditor other than Defendant.
9. Defendant(s) uses instrumentalities of interstate commerce or the mails in a business the principal purpose of which is the collection of any debts, and/or regularly collects, or attempts to collect, directly or indirectly, debts owed or due, or asserted to be owed or due another.
10. Defendant(s) is involved in the extension of consumer credit.
11. In connection with the alleged debt, Defendant failed to provide proper disclosures and notices, (Notice of the right to RESCIND and CLOSING DISCLOSURES) required under (TILA). Defendant(s) placed "Vehicle Return Agreement" (see exhibit "D") on the alleged agreement disregarding the law. Upon this consumer extensive investigation and research, this consumer discovered that when initiated a consumer credit transaction

with CARVANA to apply and obtain an extension of "CREDIT" by and through a "CREDIT APPLICATION", for this consumer goods purchase, the dealership subsequently submitted a "LOAN APPLICATION" in my name (Identity Theft) resulting in CARVANA receiving an "ADVANCE" (LOAN) in this consumers name establishing an asset account, from CARVANA in return for the assignment of the retail contract (Credit Sale) to BRIDGECREST for deposit into a "LOAN POOL" in turn having the consumer pay back pure profit and covering depreciation.

12. CARVANA and BRIDGECREST illegally used my identity to obtain a "loan" without my consent. This is a direct violation of 18 usc 1028a
13. BRIDGECREST and CARVANA criminal behavior and conduct, deceptive, and misleading documentation and practices, changed the identity of my private consumer transaction into a public commercial transaction for CARVANA and BRIDGECREST profit and gain.
14. Defendant's actions constitute conduct highly offensive to a reasonable person, and as result of Defendant's violations of the FDCPA, defendant is liable to Plaintiff for Plaintiff's actual damages, and statutory damages.

### **COUNT I – FDCPA**

15. Plaintiff repeats and re-alleges each and every allegation contained above.
16. Defendants aforementioned conduct violated the FDCPA.

WHEREFORE, plaintiff prays for relief and judgement, as follows:

- a) Adjudging that defendant violated the FDCPA;
- b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. 1692k in the amount of \$300,000
- c) Awarding plaintiff actual damages, pursuant to 15 U.S.C. 1692k.
- d) Awarding plaintiff's title be released lien free and be compensated for all past payments made toward this alleged debt.
- e) Awarding such other and further relief as the court may deem just and proper.

## COUNT II- TILA

17. Plaintiff repeats and re-alleges each and every allegation above.

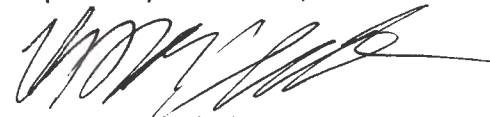
18. Defendant violated TILA in one or more of the following ways:

- f. Knowingly and willfully withholding information from a consumer in a consumer credit transaction. 15 U.S.C 1611
- g. Taking cash in a consumer credit transaction in which a finance charge was involved 15 U.S.C 1605

WHEREFORE, Plaintiff prays for relief and judgement, as follows:

- h. Adjudging that defendant violated TILA
- i. Awarding the plaintiff statutory damages in the amount double the finance charge pursuant to 15 U.S.C. 1640(a)(2)(A) \$22,925.52.
- j. Awarding plaintiff any pre-judgement and post judgement interest as may be allowed under law;
- k. Awarding such other and further relief as the court may deem just and proper.

Respectfully Submitted,



By: Umar Clark

1547 Riverwalk Trail

Apt C

Atlanta, Ga 30349

**VERIFICIATION**

STATE OF GEORGIA)

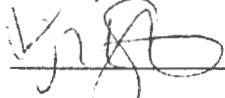
) SS

COUNTY OF CLAYTON. )

Umar Clark being duly sworn, deposes and says, that he is the plaintiff in the within action that he has drafted and read the foregoing complaint and knows the contents thereof: that the same is true of his own knowledge, except as to those matters therein stated to be alleged upon information and belief, and as to those matters he believes them to be true.

Sworn to before me

12<sup>th</sup> day of March 2021

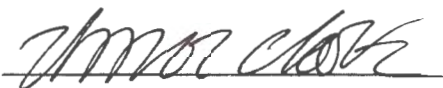


Notary Public



VERNAYE TAGGART

Reg #7874339



Umar Clark

This is a copy view of the Authoritative  
by the designated custodian

GA-102 10/10/2015

**Retail Installment Contract and Security Agreement**

**Seller Name and Address**  
CARVANA, LLC  
1026 MARIETTA ST NW  
ATLANTA GA 30318-5506

**Buyer(s) Name(s) and Address(es)**  
Umar Ibn Hassan Ali Clark  
1547 River Walk Trl  
Atlanta GA 30349-5774

**Summary**  
No. 2000776411  
Date 01/21/2021

☐ Business, commercial or agricultural purpose Contract.**Truth-In-Lending Disclosure**

Annual Percentage Rate The cost of your credit as a yearly rate.	Finance Charge The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid when you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your down payment of
27.900 %	\$ 11,462.76	\$ 11,315.58	\$ 22,778.34	\$ 25,378.34

**Payment Schedule.** Your payment schedule is:

No. of Payments	Amount of Payments	When Payments are Due
68	\$ 331.00	monthly beginning 02/21/21
1	\$ 270.34	10/21/26
N/A	\$ N/A	N/A

**Security.** You are giving us a security interest in the Property purchased.**Late Charge.** If all or any portion of a payment is not paid within 10 days of its due date, you will be charged a late charge of the lesser of 5% of the unpaid amount of the payment due or \$50.00.**Prepayment.** If you pay off this Contract early, you ☐ may ☒ will not have to pay a Minimum Finance Charge.**Contract Provisions.** You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.**Description of Property**

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
2013	Toyota	Avalon	Sedan	4T1BK1EB4DU066239	96516
Other:					
N/A					
<input type="checkbox"/> New <input checked="" type="checkbox"/> Used <input type="checkbox"/> Demo					

**Description of Trade-In**

N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

**Conditional Delivery**

☐ **Conditional Delivery.** If checked, you agree that the following agreement regarding securing financing ("Agreement") applies: N/A

N/A. The Agreement is part of this Contract. The Agreement will no longer control after the assignment is accepted. If there are any conflicts between the terms of the Agreement and the Contract, the terms of this Contract will apply.

**Sales Agreement**

**Payment.** You promise to pay us the principal amount of \$ 11,315.58 plus finance charges accruing on the unpaid balance at the rate of 27.900 % per year from the date of this Contract

until maturity. After maturity, or after you default and we demand payment, we will finance charges on the unpaid balance at 27.900 % per year. You agree pay this Contract according to the payment schedule and late charge provisions show the *Truth-In-Lending Disclosure*. You also agree to pay any additional amounts accord the terms and conditions of this Contract.

**Down Payment.** You also agree to pay or apply to the Cash Price, on or before the this Contract, any cash, rebate and net trade-in value described in the *Itemization of Amount Financed*.

☐ You agree to make deferred down payments as set forth in your Payment Schedule.

☐ **Additional Charge.** You agree to pay an additional charge of \$ N/A that will be ☐ paid in cash. ☐ for over the term of the Contract.

☐ **Minimum Finance Charge.** You agree to pay a minimum finance charge of \$ N/A if you pay this Contract in full before we earned that much in finance charges.

Signature: [Signature]  
BSSIMVSLZ



**Itemization of Amount Financed**

a. **Cash Price** of Vehicle, etc. (incl. tax of  
\$ 857.34 ) \$ 13,847.34

b. Trade-in allowance \$ 0.00

c. Less: Amount owing, paid to (includes k):  
N/A \$ N/A

d. Net trade-in (b-c; if negative, enter \$0 here and enter  
the amount on line k) \$ 0.00

e. Cash payment \$ 2,600.00

f. Manufacturer's rebate \$ 0.00

g. Deferred down payment \$ 0.00

h. Other down payment (describe)  
N/A \$ N/A

i. **Down Payment** (d+e+f+g+h) \$ 2,600.00

j. **Unpaid balance of Cash Price** (a-i) \$ 11,247.34

k. Financed trade-in balance (see line d) \$ 0.00

l. Paid to public officials, including filing fees \$ 68.24

m. Insurance premiums paid to insurance company(ies) \$ 0.00

n. Service Contract, paid to:  
N/A \$ N/A

o. To: N/A \$ N/A

p. To: N/A \$ N/A

q. To: N/A \$ N/A

r. To: N/A \$ N/A

s. To: N/A \$ N/A

t. To: N/A \$ N/A

u. To: N/A \$ N/A

v. To: N/A \$ N/A

w. To: N/A \$ N/A

x. To: N/A \$ N/A

y. **Total Other Charges/Amts Paid** (k thru x) \$ 68.24

z. **Prepaid Finance Charge** \$ 0.00

aa. **Amount Financed** (j+ y-z) \$ 11,315.58

We may retain or receive a portion of any amounts paid to others.

[This area intentionally left blank.]

**Insurance Disclosures**

**Credit Insurance.** Credit life and credit disability (accident and health) are not required to obtain credit and are not a factor in the credit decision. We will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below only the coverages you have chosen to purchase.

**Credit Life**

☐ Single ☐ Joint ☒ None  
Premium \$ N/A Term N/A  
Insured N/A

**Credit Disability**

☐ Single ☐ Joint ☒ None  
Premium \$ N/A Term N/A  
Insured N/A

Your signature below means you want (only) the insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

By: N/A N/A DOBBy: N/A N/A DOBBy: N/A N/A DOB

**Property Insurance.** You must insure the Property. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed \$ 1,000.00. If you get insurance from or through us you will pay \$ N/A for N/A of coverage.

This premium is calculated as follows:

☐ \$ N/A Deductible, Collision Cov. \$ N/A  
☐ \$ N/A Deductible, Comprehensive \$ N/A  
☐ Fire-Theft and Combined Additional Cov. \$ N/A  
☐ N/A \$ N/A

**Liability insurance coverage for bodily injury and property damage caused to others is not included in this Contract unless checked and indicated.**

☐ **Single-Interest Insurance.** You must purchase single-interest insurance as part of this sale transaction. You may purchase the coverage from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay \$ N/A for N/A of coverage.



may take possession of personal property left in or on the Property and taken into possession as provided above. You may have a right to it, and we will give you any notice(s) required by law before we dispose of it.

If the Property has an electronic tracking device, you agree that we may use the device to find the vehicle.

**Obligations Independent.** Each person who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- ◆ You must pay this Contract even if someone else has also signed it.
- ◆ We may release any co-buyer or guarantor and you will still be obligated to pay this Contract.
- ◆ We may release any security and you will still be obligated to pay this Contract.
- ◆ If we give up any of our rights, it will not affect your duty to pay this Contract.
- ◆ If we extend new credit or renew this Contract, it will not affect your duty to pay this Contract.

**Warranty.** Warranty information is provided to you separately.

### Security Agreement

**Security.** To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessions, attachments, accessories, and equipment placed in or on the Vehicle and in all other Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

**Duties Toward Property.** By giving us a security interest in the Property, you represent and agree to the following:

- ◆ You will defend our interests in the Property against claims made by anyone else. You will keep our claim to the Property ahead of the claim of anyone else. You will not do anything to change our interest in the Property.
- ◆ You will keep the Property in your possession and in good condition and repair. You will use the Property for its intended and lawful purposes.
- ◆ You agree not to remove the Property from the U.S. without our prior written consent.
- ◆ You will not attempt to sell the Property, transfer any rights in the Property, or grant another lien on the Property without our prior written consent.
- ◆ You will pay all taxes and assessments on the Property as they become due.
- ◆ You will notify us with reasonable promptness of any loss or damage to the Property.
- ◆ You will provide us reasonable access to the Property for the purpose of inspection. Our entry and inspection must be accomplished lawfully, and without breaching the peace.

**Agreement to Provide Insurance.** You agree to provide property insurance on the Property protecting against loss and physical damage and subject to a maximum deductible amount indicated in the *Insurance Disclosures* section, or as we will otherwise require. You will name us as loss payee on any such policy. Generally, the loss payee is the one to be paid the policy benefits in case of loss or damage to the Property. In the event of loss or damage to the Property, we may require additional security or assurances of payment before we allow insurance proceeds to be used to repair or replace the Property. You agree that if the insurance proceeds do not cover the amounts you still owe us, you will pay the difference. You will keep the insurance in full force and effect until this Contract is paid in full.

If you fail to obtain or maintain this insurance, or name us as loss payee, we may obtain insurance to protect our interest in the Property. This insurance may be written by a company other than one you would choose. It may be written at a rate higher than a rate you could obtain if you purchased the property insurance required by this Contract. We will add the premium for this insurance to the amount you owe us. Any amount we pay will be due immediately. This amount will earn finance charges from the date paid at the post-maturity rate described in the *Payment* section until paid in full.

**Gap Waiver or Gap Coverage.** In the event of theft or damage to the Vehicle that results in a total loss, there may be a gap between the amount due under the terms of the Contract and the proceeds of your insurance settlement and deductibles. You are liable for this difference. You have the option of purchasing Gap Waiver or Gap Coverage to cover the gap liability, subject to any conditions and exclusions in the Gap Waiver or Gap Coverage agreements.

### Notices

**NOTICE. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

If you are buying a used vehicle: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

**Sí compra un vehículo usado:** La información que ve adherida en la ventanilla forma parte de éste contrato. La información contenida en el formulario de la ventanilla prevalece por sobre toda otra disposición en contrario incluida en el contrato de compraventa.

### Third Party Agreement

(This section applies ONLY to a person who will have an ownership interest in the Property but is NOT a Buyer obligated to pay this Contract ("Third Party Owner").)

In this section only, "you" means only the person signing this section.

By signing below you agree to give us a security interest in the Property described in the *Description of Property* section. You also agree to the terms of this Contract except that you will not be liable for the payments it requires. Your interest in the Property may be used to satisfy the Buyer's obligation. You agree that we may renew, extend or change this Contract, or release any party or Property without releasing you from this Contract. We may take these steps without notice or demand upon you.

**You acknowledge receipt of a completed copy of this Contract.**

N/A

N/A

By:

Date

Signature of Third Party Owner (NOT the Buyer)

Exhibit C  
Violation  
15 usc 1605(a)(c)

[This area intentionally left blank.]





# CARVANA

## Vehicle Return Agreement

Date: \_\_\_\_\_  
 Account #: \_\_\_\_\_  
 Stock #: 2000776411  
 Name: Umar Ibn Hassan Ali Clark  
 Address: 1547 River Walk Trl Apt C  
 City, State, Zip: Atlanta GA 30349

Year: 2013  
 Make: Toyota  
 Model: Avalon  
 VIN: 4T1BK1EB4DU066239  
 Odometer Delivery: 0  
 Odometer Return: \_\_\_\_\_

By signing below you agree to return the Vehicle listed above and agree to rescind the Retail Installment Contract. In doing so, you agree you have fulfilled all of the terms and conditions listed below and understand that if you have not fulfilled all of the terms and conditions listed below you are not entitled to return the Vehicle. You also agree to execute any documents necessary to effectuate the rescission and refund, and as reasonably required to comply with applicable law.

### Vehicle Return Program

We will give you the ability to return the Vehicle to Carvana and terminate this retail installment contract so long as you return the Vehicle:

1. You alert Carvana prior to 5pm EST on the 7th calendar day after purchase;
2. You make the Vehicle available for pick-up by a Carvana representative at a pre-determined time and location the following business day;
3. The Vehicle is free of all liens and encumbrances other than the lien created by this retail installment contract;
4. The Vehicle is in the same condition you received it except for reasonable wear and tear and any mechanical problem that becomes evident after delivery that was not caused by you;
5. You have not driven it more than 400 miles;
6. The Vehicle is without damage or having been in an accident;
7. If the Vehicle is driven more than 400 miles, at Carvana's election you will pay \$1.00 for each mile the Vehicle was driven over 400 miles. If you return your vehicle and had traded in a vehicle to us, we will return your trade to you only after you paid all fees required for the return of the Vehicle. Required fees may not be paid by personal check. Required fees will be deducted from your down payment refund. If you paid your down payment via ACH transaction, we will pay you and/or return your trade in by the earlier of (a) when you provide evidence that the ACH transaction has cleared, or (b) 15 business days after your purchase of the Vehicle. So long as you meet all conditions for return of the Vehicle outlined above, Carvana will not report this account to the credit bureaus.
8. You are responsible for paying excess mileage charged if you did not give Carvana a down payment for your vehicle purchase and you drove the vehicle more than 400 miles during the 7 day Return Guarantee period. Carvana will collect the amount owed in a onetime ACH transaction. Please complete and sign the attached ACH form and give it to:  
 Carvana Sales Advocate. All completed forms will be faxed to: 1-866-221-3833, and processed within 24-48 hours.

### Settlement Statement:

Total Down payment received (less trade-in): \$ \_\_\_\_\_ Vehicle Return Date: \_\_\_\_\_  
 (-) Over mileage fee as described above: \$ \_\_\_\_\_ Vehicle Return Time: \_\_\_\_\_  
 Total refund due to customer: \$ \_\_\_\_\_  
 Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Dealer refuses to accept return of the vehicle and rejects the exercise of the contract termination option for the following reasons:

- ☐ Returned late: Attempted return date: \_\_\_\_\_ time: \_\_\_\_\_  
☐ Mileage limitation exceeded: Mileage at attempted return: \_\_\_\_\_  
☐ Vehicle not in the same condition as delivered  
☐ Customer refused to pay required fees  
☐ Other Describe: \_\_\_\_\_

Dealer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Exhibit E

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

Tempe, AZ 85281

7017 3040 0000 1666 2481

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$2.85

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$7.00

0075 29

JAN 25 2021

Postmark Here

01/25/2021

Sent To Carvana Casa

Street and Apt. No., or PO Box No. 1930 W Rio Salada Pkwy

City, State, ZIP+4® Tempe, AZ 85281

PS Form 3800, April 2015 PSN 7550-02-000-9007 See Reverse for Instructions

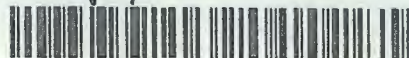
## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: Carvana Casa

1930 W Rio Salada Pkwy

Tempe, AZ 85281



9590 9402 5978 0062 4685 15

2. Article Number (Transfer from service label)

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

x *Umar Clark*☐ Agent☐ Addressee

B. Received by (Printed Name)

Monica Clark

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for

Confirmation™

Confirmation Delivery

First-Class Mail

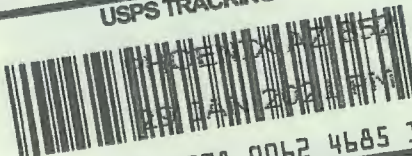
Postage & Fees Paid

USPS

Permit No. G-10

PS

USPS TRACKING#



9590 9402 5978 0062 4685 15

United States  
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box®

Umar Clark

15417 Riverwalk Trl

Apt C

Atlanta, GA 30349